



STATE OF UTAH COOPERATIVE CONTRACT AMENDMENT

AMENDMENT #: 1

CONTRACT #: AR2495

Starting Date: Unchanged

Expiration Date: Unchanged

TO BE ATTACHED AND MADE PART OF the specified contract by and between the State of Utah Division of Purchasing and EMC Corporation (Referred to as CONTRACTOR).

BOTH PARTIES AGREE TO AMEND THE CONTRACT AS FOLLOWS:

As a result of the Cloud Solutions “refresh” under solicitation # SK18008, Contractor’s master agreement is amended to incorporate Platform as a Service (PaaS) into the Agreement’s awarded scope.

- Attached Exhibit 2 to Master Agreement: Platform-as-a-Service is incorporated as an exhibit into Attachment A.
- Attached Attachment B Scope of Services Awarded to Contractor is incorporated as a replacement to the current Attachment B.
- Attached Attachment C Pricing Discounts and Pricing Schedule is incorporated into the current Attachment C.
- Attached Attachment E Boomi Service Provider Terms and Conditions are incorporated as additional service provider terms into the current Attachment E.

Effective Date of Amendment: 7/30/2019

All other terms and conditions of the contract, including those previously modified, shall remain in full force and effect.

IN WITNESS WHEREOF, the parties sign and cause this contract to be executed.

CONTRACTOR

STATE OF UTAH

[Handwritten Signature] *8/1/19*
 Contractor's Signature Date

[Handwritten Signature] Aug 2, 2019
 Director, State of Utah Division of Purchasing Date

Bodie Robbins
Contractor's Name (Print)

Sr. Contract Manager
Title (Print)

For Division of Purchasing Internal Use			Contract #
Purchasing Agent	Phone #	E-mail Address	
Solomon Kingston	801-538-3228	skingston@utah.gov	AR2495

Exhibit 2 to the Master Agreement: Platform-as-a-Service

1. Data Ownership: The Purchasing Entity will own all right, title and interest in its data that is related to the Services provided by this Master Agreement. The Contractor shall not access Purchasing Entity user accounts or Purchasing Entity data, except (1) in the course of data center operations, (2) in response to service or technical issues, (3) as required by the express terms of this Master Agreement, Participating Addendum, SLA, and/or other contract documents, or (4) at the Purchasing Entity's written request.

Contractor shall not collect, access, or use user-specific Purchasing Entity Data except as strictly necessary to provide Service to the Purchasing Entity. No information regarding a Purchasing Entity's use of the Service may be disclosed, provided, rented or sold to any third party for any reason unless required by law or regulation or by an order of a court of competent jurisdiction. This obligation shall survive and extend beyond the term of this Master Agreement.

2. Data Protection: Protection of personal privacy and data shall be an integral part of the business activities of the Contractor to ensure there is no inappropriate or unauthorized use of Purchasing Entity information at any time. To this end, the Contractor shall safeguard the confidentiality, integrity and availability of Purchasing Entity information and comply with the following conditions:

- a. The Contractor shall implement and maintain appropriate administrative, technical and organizational security measures to safeguard against unauthorized access, disclosure or theft of Personal Data and Non-Public Data. Such security measures shall be in accordance with recognized industry practice and not less stringent than the measures the Contractor applies to its own Personal Data and Non-Public Data of similar kind.
- b. All data obtained by the Contractor in the performance of the Master Agreement shall become and remain the property of the Purchasing Entity.
- c. All Personal Data shall be encrypted at rest and in transit with controlled access. Unless otherwise stipulated, the Contractor is responsible for encryption of the Personal Data. Any stipulation of responsibilities will identify specific roles and responsibilities and shall be included in the service level agreement (SLA), or otherwise made a part of the Master Agreement.
- d. Unless otherwise stipulated, the Contractor shall encrypt all Non-Public Data at rest and in transit. The Purchasing Entity shall identify data it deems as Non-Public Data to the Contractor. The level of protection and encryption for all Non-Public Data shall be identified in the SLA.
- e. At no time shall any data or processes — that either belong to or are intended for the use of a Purchasing Entity or its officers, agents or employees — be copied (except that if Customer uses Boomi's shared Atom cloud rather than customer's premises to host Customer's Atom(s), data stored by Customer will be copied for backup purposes), disclosed or retained by the Contractor or any party related to the Contractor for subsequent use in any transaction that does not include the Purchasing Entity.

f. The Contractor shall not use any information collected in connection with the Services issued from this Master Agreement for any purpose other than fulfilling the Services.

3. Data Location: The Contractor shall provide its services to the Purchasing Entity and its end users solely from data centers in the U.S. Storage of Purchasing Entity data at rest shall be located solely in data centers in the U.S., if all services of Contractor are configured accordingly by Customer and subject to recognition that Support can be from teams in multiple countries. The Contractor shall not allow its personnel or contractors to store Purchasing Entity data on portable devices, including personal computers, except for devices that are used and kept only at its U.S. data centers. The Contractor shall permit its personnel and contractors to access Purchasing Entity data remotely only as required to provide technical support. The Contractor may provide technical user support on a 24/7 basis using a Follow the Sun model, unless otherwise prohibited in a Participating Addendum.

4. Security Incident or Data Breach Notification: The Contractor shall inform the Purchasing Entity of any security incident or data breach within the possession and control of the Contractor and related to the Purchasing Entity's data in connection with service provided under the Master Agreement, Participating Addendum, or SLA. Such notice shall include, to the best of Contractor's knowledge at that time, the persons affected, their identities, and the Confidential Information and Data disclosed, or shall include if this information is unknown.

a. Incident Response: The Contractor may need to communicate with outside parties regarding a security incident, which may include contacting law enforcement, fielding media inquiries and seeking external expertise as mutually agreed upon, defined by law or contained in the Master Agreement, Participating Addendum, or SLA. Discussing security incidents with the Purchasing Entity should be handled on an urgent as-needed basis, as part of Contractor's communication and mitigation processes as mutually agreed, defined by law or contained in the Master Agreement, Participating Addendum, or SLA.

b. Security Incident Reporting Requirements: Unless otherwise agreed in a signed writing, the Contractor shall report a security incident to the Purchasing Entity identified contact immediately as soon as possible or promptly without out reasonable delay, or as defined in the SLA.

c. Breach Reporting Requirements: If the Contractor has actual knowledge of a confirmed data breach that affects the security of any Purchasing Entity data that is subject to applicable data breach notification law, the Contractor shall (1) promptly notify the appropriate Purchasing Entity within 72 hours or sooner, unless shorter time is required by applicable law, and (2) take commercially reasonable measures to address the data breach in a timely manner

5. Breach Responsibilities: This section only applies when a Data Breach occurs with respect to Personal Data within the possession or control of the Contractor.

a. The Contractor, unless stipulated otherwise, shall immediately notify the appropriate Purchasing Entity identified contact by email in accordance with the agreed upon security plan or security procedures if it reasonably believes there has been a security incident.

b. The Contractor, unless stipulated otherwise, shall promptly notify the appropriate Purchasing Entity identified contact within 72 hours or sooner by email, unless shorter time is required by applicable law, if it has confirmed that there is, or reasonably believes that there has been a data breach. The Contractor shall (1) cooperate with the Purchasing Entity as reasonably requested by the Purchasing Entity to investigate and resolve the data breach, (2) promptly implement necessary remedial measures, if necessary, and (3) document responsive actions taken related to the data breach, including any post-incident review of events and actions taken to make changes in business practices in providing the services, if necessary.

c. Unless otherwise stipulated, if a Data Breach is a direct result of Contractor's breach of its contractual obligation to encrypt Personal Data or otherwise prevent its release, the Contractor shall bear the costs associated with (1) the investigation and resolution of the data breach; (2) notifications to individuals, regulators or others required by federal and state laws or as otherwise agreed to; (3) a credit monitoring service required by state (or federal) law or as otherwise agreed to; (4) a website or a toll-free number and call center for affected individuals required by federal and state laws — all not to exceed the amounts paid to Contractor hereunder; and (5) complete all corrective actions as reasonably determined by Contractor based on root cause.

6. Notification of Legal Requests: The Contractor shall contact the Purchasing Entity upon receipt of any electronic discovery, litigation holds, discovery searches and expert testimonies related to the Purchasing Entity's data under the Master Agreement, or which in any way might reasonably require access to the data of the Purchasing Entity. The Contractor shall not respond to subpoenas, service of process and other legal requests related to the Purchasing Entity without first notifying and obtaining the approval of the Purchasing Entity, unless prohibited by law from providing such notice.

7. Termination and Suspension of Service:

a. In the event of an early termination of the Master Agreement, Participating Addendum or SLA, Contractor shall dispose of Purchasing Entity's data within 30 days.

b. During any period of service suspension, the Contractor shall not take any action to intentionally erase or otherwise dispose of any of the Purchasing Entity's data.

c. In the event of early termination of any Services or agreement in entirety, the Contractor shall not take any action to intentionally erase any Purchasing Entity's data for a period of:

- 30 days after the effective date of termination, if the termination is in accordance with the contract period
- 30 days after the effective date of termination, if the termination is for convenience

- 30 days after the effective date of termination, if the termination is for cause

After such period, the Contractor shall have no obligation to maintain or provide any Purchasing Entity's data. For clarity, such deletions by Contractor are programmatic and happen automatically; Purchasing Entity also has features available wherein Purchasing Entity may opt to shorten the aforementioned periods with the use of its customer settings. Purchases of Managed Services by Customer could permit Customer to configure Contractor Services for longer retention prior to purging of data.

d. The Purchasing Entity shall be entitled to any post termination assistance generally made available with respect to the services, unless a unique data retrieval arrangement has been established as part of an SLA.

e. Upon termination of the Services or the Agreement in its entirety, Contractor shall securely dispose of all Purchasing Entity's data in all of its forms, such as disk, CD/ DVD, backup tape and paper, unless stipulated otherwise by the Purchasing Entity. When a hard disk is decommissioned, data shall be permanently deleted and shall not be recoverable, according to National Institute of Standards and Technology (NIST)-approved methods.

8. Background Checks: a. The Contractor shall conduct criminal background checks (and shall confirm that such background checks were completed upon request of Purchasing Entity) and not utilize any staff, including subcontractors, to fulfill the obligations of the Master Agreement who have been convicted of any crime of dishonesty, including but not limited to criminal fraud, or otherwise convicted of any felony or misdemeanor offense for which incarceration for up to 1 year is an authorized penalty. The Contractor shall promote and maintain an awareness of the importance of securing the Purchasing Entity's information among the Contractor's employees and agents.

b. The Contractor and the Purchasing Entity recognize that security responsibilities are shared. The Contractor is responsible for providing a secure infrastructure. The Purchasing Entity is responsible for its secure guest operating system, firewalls and other logs captured within the guest operating system.

c. If any of the stated personnel providing services under a Participating Addendum is not acceptable to the Purchasing Entity in its sole opinion as a result of the background or criminal history investigation, the Purchasing Entity, in its' sole option shall have the right to either (1) request immediate replacement of the person, or (2) immediately terminate the Participating Addendum and any related service agreement.

9. Access to Security Logs and Reports: The Purchasing Entity will have access to application security logs that include user access and user history.

a. Purchasing Entity may use the AtomSphere Audit Log object API call to pull user access and other auditing information to make customized reports. Purchasing Entity may also access any

logging information, error information, and connector browsing subject to Purchasing Entity's own configuration(s), subject to all of the time limitations and data purging settings within the services provided hereunder. Such reports are not kept perpetually but are subject to time limits and purging settings within the tool.

b. The Contractor and the Purchasing Entity recognize that security responsibilities are shared. The Contractor is responsible for providing a secure infrastructure. The Purchasing Entity is responsible for its secure guest operating system, firewalls and other logs captured within the guest operating system.

10. Contract Audit: The Contractor shall allow the Purchasing Entity to perform a paper audit (including of books, records, documents, and other documentary evidence solely and directly pertaining to administration of payments and fees for Purchasing Entity's order) and/or conduct oral interviews and discussions with appropriate Contractor personnel to assess conformance to the Master Agreement terms no more than once per year. If additional testing is desired beyond that testing, at a mutually agreed time and without Boomi ever having to provide any access to data or information of other parties, or information on any specific details of any security issue, Contractor and Purchasing Entity will discuss whether such additional testing can reasonably be provided; in no event will Contractor ever be asked or required to provide any access to data or information of other parties, or information on any specific details of any security vulnerability. The Purchasing Entity may perform this audit or contract with a third party at its discretion and at the Purchasing Entity's expense.

11. Data Center Audit: The Contractor utilizes industry leading third party data centers and performs an annual paper based review of the security controls outlined in the data center provider's SOC documentation since on-site audits are prohibited. Contractor shall ensure that Purchasing Entity is able to obtain such an independent audit report from such third party(ies) without expense to Purchasing Entity. . The Contractor may remove its proprietary information from the unredacted version. A Service Organization Control (SOC) 2 audit report or approved equivalent sets the minimum level of a third-party audit.

12. Change Control and Advance Notice: The Contractor shall give a minimum forty eight (48) hour advance notice (or as determined by a Purchasing Entity and included in the SLA) to the Purchasing Entity of any upgrades (e.g., major upgrades, minor upgrades, system changes) that may impact service availability and performance. Customer does have responsibility to register for such notices via Status Page in Boomi service unless otherwise agreed in a mutually signed writing. A major upgrade is a replacement of hardware, software or firmware with a newer or better version in order to bring the system up to date or to improve its characteristics. It usually includes a new version number.

Contractor will make updates and upgrades available to Purchasing Entity at no additional costs when Contractor makes such updates and upgrades generally available to its users.

No update, upgrade or other charge to the Service may decrease the Service's functionality, adversely affect Purchasing Entity's use of or access to the Service, or increase the cost of the Service to the

Purchasing Entity. Purchasing Entity will take advance of Release Control to ensure upgrades are not destructive.

Contractor will notify the Purchasing Entity at least sixty (60) days in advance prior to any major update or upgrade.

13. Security: As requested by a Purchasing Entity, the Contractor shall disclose its non-proprietary security processes and technical limitations to the Purchasing Entity such that adequate protection and flexibility can be attained between the Purchasing Entity and the Contractor. For example: virus checking and port sniffing — the Purchasing Entity and the Contractor shall understand each other's roles and responsibilities.

14. Non-disclosure and Separation of Duties: The Contractor shall enforce separation of job duties, require commercially reasonable non-disclosure agreements, and limit staff knowledge of Purchasing Entity data to that which is absolutely necessary to perform job duties.

15. Import and Export of Data: The Purchasing Entity shall have the ability to import or export data in piecemeal or in entirety at its discretion without interference from the Contractor at any time during the term of Contractor's contract with the Purchasing Entity. This includes the ability for the Purchasing Entity to import or export data to/from other Contractors. Contractor shall specify if Purchasing Entity is required to provide its' own tools for this purpose, including the optional purchase of Contractors tools if Contractors applications are not able to provide this functionality directly.

16. Responsibilities and Uptime Guarantee: The Contractor shall be responsible for the acquisition and operation of all hardware, software and network support related to the services being provided. The technical and professional activities required for establishing, managing and maintaining the environments are the responsibilities of the Contractor. The system shall be available 24/7/365 (with agreed-upon maintenance downtime), and provide service to customers as defined in the SLA.

17. Subcontractor Disclosure: Contractor shall identify all of its strategic business partners related to services provided under this Master Agreement, including but not limited to all subcontractors or other entities or individuals who may be a party to a joint venture or similar agreement with the Contractor, and who shall be involved in any application development and/or operations.

18. Business Continuity and Disaster Recovery: The Contractor shall ensure that the Purchasing Entity's recovery time objective (RTO) of 8 hours is met. Contractor will perform an annual Disaster Recovery test, provide an annual executive summary of such test to Purchasing Entity upon request, and take action to correct any issues detected during the test; Customer may comment upon the proposed time frame for completion if Customer seeks information and would like to discuss.

19. Compliance with Accessibility Standards: Contractor handles compliance with Section 508 currently by providing a VPAT 1.0 form, for Contractor services other than Boomi Flow and Developer Portal. Starting in January 2020, Contractor intends to offer a VPAT 2.0 disclosure for all Contractor services, upon request.

20. Web Services: The Contractor shall use Web services exclusively to interface with the Purchasing Entity's data in near real time.

21. Encryption of Data at Rest: The Contractor shall ensure hard drive encryption consistent with validated cryptography standards as referenced in FIPS 140-2, Security Requirements for Cryptographic Modules for all Personal Data as identified in the SLA, unless the Contractor presents a justifiable position that is approved by the Purchasing Entity that Personal Data, is required to be stored on a Contractor portable device in order to accomplish work as defined in the scope of work.

22. Subscription Terms: Contractor grants to a Purchasing Entity a license to: (i) access and use the Service for its business purposes; (ii) for PaaS, use underlying software as embodied or used in the Service; and (iii) view, copy, upload and download (where applicable), and use Contractor's documentation.

No Contractor terms, including standard click through license or website terms or use of privacy policy, shall apply to Purchasing Entities unless such terms are included in this Master Agreement.

Attachment B – Scope of Services Awarded to Contractor

1.1 Awarded Service Model(s).

Contractor is awarded the following Service Models:

- Infrastructure as a Service (IaaS)
- Platform as a Service (PaaS)

1.2 Risk Categorization.*

Contractor's offered solutions offer the ability to store and secure data under the following risk categories:

Service Model	Low Risk Data	Moderate Risk Data	High Risk Data	Deployment Models Offered
IaaS	x	x	x	Private, community, public, and hybrid
PaaS	x	x	x	Private, community, public, and hybrid

*Contractor may add additional OEM solutions during the life of the contract.

2.1 Deployment Models.

Contractor may provide cloud based services through the following deployment methods:

- **Private cloud.** The cloud infrastructure is provisioned for exclusive use by a single organization comprising multiple consumers (e.g., business units). It may be owned, managed, and operated by the organization, a third party, or some combination of them, and it may exist on or off premises.
- **Community cloud.** The cloud infrastructure is provisioned for exclusive use by a specific community of consumers from organizations that have shared concerns (e.g., mission, security requirements, policy, and compliance considerations). It may be owned, managed, and operated by one or more of the organizations in the community, a third party, or some combination of them, and it may exist on or off premises.
- **Public cloud.** The cloud infrastructure is provisioned for open use by the general public. It may be owned, managed, and operated by a business, academic, or government organization, or some combination of them. It exists on the premises of the cloud provider.
- **Hybrid cloud.** The cloud infrastructure is a composition of two or more distinct cloud infrastructures (private, community, or public) that remain unique entities, but are bound together by standardized or proprietary technology that enables data and application portability (e.g., cloud bursting for load balancing between clouds)

Attachment C - Pricing Discounts and Schedule

Contractor: EMC Corporation

Pricing Notes

1. % discounts are based on minimum discounts off Contractor's commercially published pricelists versus fixed pricing. Nonetheless, Orders will be fixed-price or fixed-rate and not cost reimbursable contracts. Contractor has the ability to update and refresh its respective price catalog, as long as the agreed-upon discounts are fixed.
2. Minimum guaranteed contract discounts do not preclude a Contractor and/or its authorized resellers from providing deeper or additional, incremental discounts at their sole discretion.
3. Purchasing entities shall benefit from any promotional pricing offered by Contractor to similar customers. Promotional pricing shall not be cause for a permanent price change.
4. Contractor's price catalog include the price structures of the cloud service models, value added services (i.e., Maintenance Services, Professional Services, Etc.), and deployment models that it intends to provide including the types of data it is able to hold under each model. Pricing shall all-inclusive of infrastructure and software costs and management of infrastructure, network, OS, and software.

Cloud Service Model: Infrastructure as a Service (IaaS)

Description	Discount
OEM: VirtuStream	7.00%
Average Service Model OEM Discount Off	7.00%

Cloud Service Model: Platform as a Service (PaaS)

Description	Discount
OEM: Boomi	15.00%
Average Service Model OEM Discount Off	15.00%

Additional Value Added Services

Item Description	Onsite Hourly Rate		Remote Hourly Rate	
	NVP Price	Catalog Price	NVP Price	Catalog Price
	15% Discount	25% of Licensing cost	15% Discount	25% of Licensing cost
Boomi Maintenance Services				
Professional Services				
Boomi Deployment Services	233.75	275.00	191.25	225.00
Boomi Integration Services	233.75	275.00	191.25	225.00
Boomi Consulting/Advisory Services	233.75	275.00	191.25	225.00
Boomi Architectural Design Services	255.00	300.00	233.75	275.00
Boomi Statement of Work Services	233.75	275.00	191.25	225.00
EMC Adv Sol Arch			329.00	353.76
EMC Sr Sol Arch			284.00	305.38
EMC Sol Arch			274.00	294.62
EMC Sr Program Mgr			419.00	450.54
EMC Program Mgr			345.00	370.97
EMC Adv Consultant			352.00	378.49
EMC Sr Consultant			298.00	320.43
EMC Consultant			257.00	276.34
Partner Services	n/a	n/a	n/a	n/a
Training Deployment Services				
SEL BOOMI Administrator I Per Class			340.00	400.00
SEL BOOMI Administrator II Per Class			340.00	400.00
SEL BOOMI Developer III Per Class			510.00	600.00
SEL BOOMI Int Developer EDI Per Class			595.00	700.00
SEL BOOMI Architect II Per Class			850.00	1,000.00
SEL BOOMI Architect I Per Class			1,020.00	1,200.00
SEL BOOMI Architect III Per Class			1,020.00	1,200.00
SEL BOOMI Developer II Per Class			1,020.00	1,200.00
SEL BOOMI Master Data Mgmt I Per Class			1,360.00	1,600.00
SEL BOOMI Developer I Per Class			1,530.00	1,800.00
SEL BOOMI ProServ-JumpStart - 5 hours			1,700.00	2,000.00
SEL BOOMI IntDev I & II Per Class			2,975.00	3,500.00
SEL BOOMI IntDev I & II Remote Per Class			2,975.00	3,500.00
SEL BOOMI Administrator I Per Class			340.00	400.00
Boomi EDI Mngd Services 1-10 (PPP)	850.00	1,000.00		
Boomi EDI Mngd Services 11-20 (PPP)	743.75	875.00		
Boomi EDI Mngd Services 21-35 (PPP)	637.50	750.00		
Boomi EDI Mngd Services 36-50 (PPP)	531.25	625.00		
Boomi EDI Mngd Services 51-100 (PPP)	425.00	500.00		
Boomi EDI Mngd Services >100 (PPP)	318.75	375.00		

Deliverable Rates

	NVP Price	Catalog Price
[Insert additional value added services as necessary]		
[Insert additional value added services as necessary]		

Attachment E - Boomi Service Provider Terms and Conditions.

Boomi's submission of any quote or order to sell is subject to the Master Agreement terms and conditions (including Exhibit 2-PaaS and this Attachment E, excluding Exhibit 3).

The parties expressly agree that for Boomi sales the following provisions from the Master Agreement (Attachment A: NASPO ValuePoint Master Agreement Terms and Conditions) shall not apply to the Boomi sale:

Prior to entering into a SLA with a Purchasing Entity, the Contractor and Purchasing Entity must cooperate and hold a meeting to determine the Data Categorization to determine whether the Contractor will hold, store, or process High Risk Data, Moderate Risk Data and Low Risk Data. The Contractor must document the Data Categorization in the SLA or Statement of Work.

Title to Product. If access to the Product requires an application program interface (API), Contractor shall convey to Purchasing Entity an irrevocable and perpetual license to use the API.

The non-applicability of the above provision shall not extend to the applicability of any other provision within the Master Agreement.

The following additional terms are applicable to the Boomi services available under this Master Agreement:

1. Definitions. Capitalized terms not defined in context shall have the meanings assigned to them below:

(A) "Boomi Services" means one or more of the software services provided by Boomi under this Agreement (such as the Boomi AtomSphere Service) and the Software to which Purchasing Entity is given access in connection with such service (the "Software").

(B) "Boomi Support Services" means Boomi's maintenance and support offering for the Boomi Services as stated at www.boomi.com/legal/service.

(C) "Order" means the document by which Purchasing Entity orders and Boomi agrees to provide one or more Boomi Services.

(D) "Professional Services" means the Activities or Project Deliverables identified in a Services Order and defined in the Professional Service Addendum (the "Addendum" or "Professional Service Addendum"), www.boomi.com/psaddendum. Purchasing Entity's purchase of Professional Services, if any, is governed by this Agreement and the Addendum.

2. License.

(a) General. Subject to the terms of this Agreement, Boomi grants to Purchasing Entity, and Purchasing Entity accepts a non-exclusive, non-transferable (except as otherwise set forth herein) and non-sublicensable license to access and use the quantities of the Boomi Services identified in the applicable Order to support the internal business operations of itself and its Affiliates for the term stated on the applicable Order. If any Software delivered to Purchasing Entity for Purchasing Entity's

installation and use on its own equipment is provided in connection with the Boomi Services, the license duration for such Software shall be for the term stated on the applicable Order. All rights not specifically granted by Boomi hereunder are hereby reserved by Boomi.

(b) Evaluation Use. If an Order indicates that the Boomi Services are to be used by Purchasing Entity for evaluation purposes, or if access to the Boomi Services is otherwise obtained from Boomi for evaluation purposes, such as a free trial, Purchasing Entity shall be granted a right to use the Boomi Services solely for Purchasing Entity's own non-production, internal evaluation purposes (an "Evaluation Right"). Each Evaluation Right shall be granted for an evaluation period of up to thirty (30) days from the date of delivery of the credentials need to access the applicable Boomi Services, plus any extensions granted by Boomi in writing (the "Evaluation Period"). There is no fee for an Evaluation Right during the Evaluation Period, however, Purchasing Entity is responsible for any fees which may be associated with usage beyond the scope permitted herein. Notwithstanding anything otherwise set forth in this Agreement, Purchasing Entity understands and agrees that Evaluation Rights are provided "AS IS" and that Boomi does not provide warranties or Support Services for Evaluation Rights.

(c) Use by Third Parties. Purchasing Entity may allow its services vendors and contractors (each, a "Third Party User") to access and use the Boomi Services made available to Purchasing Entity hereunder solely for purposes of providing services to Purchasing Entity, provided that Purchasing Entity ensures that (i) the Third Party User's access to or use of the Boomi Services is subject to the restrictions and limitations contained in this Agreement, and the applicable Order(s), (ii) the Third Party User cooperates with Boomi during any compliance review, and (iii) the Third Party User promptly removes any Software installed on its computer equipment, environment, and the integrated system(s) upon the completion of the Third Party User's need for access or use as permitted by this Section. Purchasing Entity agrees that it shall be liable to Boomi for those acts and omissions of its Third Party Users as if they were done or omitted by Purchasing Entity itself.

3. Proprietary Rights. Purchasing Entity understands and agrees that (i) the Boomi Services are protected by copyright and other intellectual property laws and treaties, (ii) Boomi, its Affiliates and/or its licensors own the copyright, and other intellectual property rights in the Boomi Services, (iii) this Agreement does not grant Purchasing Entity any rights to Boomi's trademarks or service marks, (iv) Boomi reserves any and all rights, implied or otherwise, which are not expressly granted to Purchasing Entity in this Agreement, (v) Boomi sells shared service products and does not assign or transfer any ownership of any intellectual property to Purchasing Entity (any professional services are to assist with training or configurations but are not to develop customized intellectual property to be owned solely by one customer).

4. Termination. The term of this Agreement will begin on the last or only date of the signatures of the Order or Services Order into which it is incorporated below, or if executed by the parties, the last or only date of the signatures on this Agreement (the "Effective Date") and will continue until terminated as set forth in this Section. Purchasing Entity is free to provide notice of non-renewals, but unless Purchasing Entity provides thirty (30) days' notice of its intent not to renew, Orders governed by this Agreement will automatically renew at the end of the term of each Order for an additional one year term at a rate that

is ten percent (10%) higher than the rate applicable to the last full year prior to such renewal, up to but not exceeding the then-current list price. This Agreement or Orders or Services Orders governed by this Agreement may be terminated by either party for a material breach of this Agreement or an Order by the other party (or its Third Party Users) (1) within thirty (30) days following its receipt of notice of the breach where the breach is reasonably capable of being cured and the breaching party fails to cure to the non-breaching party's reasonable satisfaction or (b) with immediate effect where such breach is not reasonably capable of being cured (e.g. export compliance breach or breach of license by customer).

Upon termination or expiration of this Agreement or an Order or Service Order for any reason, all rights granted to Purchasing Entity for the applicable Boomi Services or Professional Services, respectively, shall immediately cease and Purchasing Entity shall immediately: (i) cease using such services, (ii) remove all copies, installations, and instances of any Software from all Purchasing Entity computers and any other devices on which the Software was installed, and ensure that all applicable Third Party Users do the same, and (iii) pay Boomi all amounts due and payable but not yet paid.

Any provision of this Agreement that requires or contemplates execution after termination of this Agreement or a termination or expiration of an Order or Service Order is enforceable against the other party and their respective successors and assignees notwithstanding such termination or expiration, including, without limitation, the Restrictions, Payment, Proprietary Rights, Taxes, Termination, Warranty Disclaimer, Infringement Indemnity, Limitation of Liability, Confidential Information, and General Sections of this Agreement. Termination of this Agreement or a license shall be without prejudice to any other remedies that the terminating party may have under law, subject to the limitations and exclusions set forth in this Agreement.

Boomi may suspend Purchasing Entity's use of the Boomi Services (a) if so required by law enforcement or legal process, (b) in the event of an imminent security risk to Boomi or its customers, or (c) if continued use would subject Boomi to material liability or if Purchasing Entity has failed to pay for its Order despite being reminded in writing to pay. Boomi shall make commercially reasonable efforts under the circumstances to provide prior notice to Purchasing Entity of any such suspension.

5. Export. Customer's purchase of Boomi Services and access to related technology (the "Materials") are for its own use, not for resale, export, re-export, or transfer. Customer is subject to and responsible for compliance with the export control and economic sanctions laws of the United States and other applicable jurisdictions. Materials may not be used, sold, leased, exported, imported, re-exported, or transferred except as in compliance with such laws, including, without limitation, export licensing requirements, end-user, end-use, and end-destination restrictions, and prohibitions on dealings with sanctioned individuals and entities, including but not limited to persons on the Office of Foreign Assets Control's Specially Designated Nationals and Blocked Persons List or the U.S. Department of Commerce Denied Persons List. Customer represents and warrants that it is not the subject or target of, and that Customer is not located in a country or territory (including without limitation, North Korea, Cuba, Iran, Syria, and Crimea) that is the subject or target of, economic sanctions of the United States or other applicable jurisdictions.

6. Warranties and Remedies. (a) Warranties. Boomi warrants that, during the term of an Order, the applicable Boomi Services will (i) substantially conform to the applicable Documentation (the "Operational Warranty"); (ii) not contain any viruses, worms, Trojan Horses, or other malicious or destructive code (collectively, "Malware") designed by Boomi to allow unauthorized intrusion upon or disruption of the Boomi Services or Purchasing Entity's environment (the "Malware Warranty"); and (iii) be available twenty-four hours a day, seven days a week, as described in Boomi's SLA (www.boomi.com/sla) except for scheduled maintenance, the installation of updates, and factors beyond the reasonable control of Boomi (the "Availability Warranty"). Purchasing Entity's sole and exclusive remedy and Boomi's sole obligation for any breach of the Operational Warranty or Availability Warranty shall be for provide a fix or reasonably accepted workaround for the Boomi Services and for Boomi to provide Service Level Credits as defined at www.boomi.com/sla. Purchasing Entity's sole and exclusive remedy and Boomi's sole obligation for any breach of the Malware Warranty shall be for Boomi to remove the Malware from the Boomi Services, assist Purchasing Entity, at Boomi's expense, in removing any Malware from Purchasing Entity's environment, and restore any affected data from any then-existing Boomi back up of such data to the extent that Purchasing Entity enabled such backups.

(b) Warranty Disclaimer. THE EXPRESS WARRANTIES AND REMEDIES SET FORTH IN THIS SECTION ARE THE ONLY WARRANTIES AND REMEDIES RECOVERABLE. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, ALL OTHER WARRANTIES OR REMEDIES ARE EXCLUDED, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE, NON-INFRINGEMENT, SATISFACTORY QUALITY, AND ANY WARRANTIES ARISING FROM USAGE OF TRADE OR COURSE OF DEALING OR PERFORMANCE. BOOMI DOES NOT WARRANT UNINTERRUPTED OR ERROR-FREE OPERATION OF THE BOOMI SERVICES.

(c) High-Risk Disclaimer. CUSTOMER UNDERSTANDS AND AGREES THAT THE BOOMI SERVICES ARE NOT FAULT-TOLERANT AND ARE NOT DESIGNED OR INTENDED FOR USE IN ANY HIGH-RISK OR HAZARDOUS ENVIRONMENT, INCLUDING WITHOUT LIMITATION, THE OPERATION OF NUCLEAR FACILITIES, AIRCRAFT NAVIGATION, AIR TRAFFIC CONTROL, LIFE SUPPORT, WEAPONS SYSTEMS, OR ANY OTHER APPLICATION WHERE FAILURE OR MALFUNCTION CAN REASONABLY BE EXPECTED TO RESULT IN DEATH, PERSONAL INJURY, SEVERE PROPERTY DAMAGE OR SEVERE ENVIRONMENTAL HARM (A "HIGH RISK ENVIRONMENT"). ACCORDINGLY, (I) CUSTOMER SHOULD NOT USE THE BOOMI SERVICES IN A HIGH RISK ENVIRONMENT, (II) ANY USE OF THE BOOMI SERVICES BY CUSTOMER IN A HIGH RISK ENVIRONMENT IS AT CUSTOMER'S OWN RISK, (III) BOOMI, ITS AFFILIATES AND SUPPLIERS SHALL NOT BE LIABLE TO PURCHASING ENTITY IN ANY WAY FOR USE OF THE BOOMI SERVICES IN A HIGH RISK ENVIRONMENT, AND (IV) BOOMI MAKES NO WARRANTIES OR ASSURANCES, EXPRESS OR IMPLIED, REGARDING USE OF THE BOOMI SERVICES IN A HIGH RISK ENVIRONMENT.

7. Personal Data. Each party will comply with the Privacy Laws that are applicable to it in relation to the processing of Personal Data under this Agreement. For purposes of this Section, "Personal Data" means any information or data that is submitted by Purchasing Entity to the Boomi Services during this Agreement, and relates to an identified or identifiable natural person or data considered to be personal data as defined under Privacy Laws, and which is received, accessed and/or processed by Boomi in the capacity of "processor" acting on behalf of Purchasing Entity, as "controller", in connection with the

performance of the Boomi Services under this Agreement.. “Privacy Laws” means any applicable law, statute, directive or regulation regarding privacy, data protection, and/or the processing of Personal Data to which Boomi and/or the Purchasing Entity are subject and which is applicable to the parties’ data protection obligations under this Agreement. Boomi will have no liability to Purchasing Entity for any breach of this Section resulting from Boomi’s compliance with Purchasing Entity’s system configurations or instructions with respect to the Personal Data. Purchasing Entity acknowledges that Boomi does not sell a data storage service. Purchasing Entity retains responsibility for all data that Purchasing Entity integrates through the Boomi Services, and Purchasing Entity – not Boomi – is responsible for ensuring that the data subjects (who the data pertains to) of any data transmitted by Purchasing Entity have consented to the processing of the Personal Data by Boomi. Except as permitted herein or to the extent required by Privacy Laws or legal process, Boomi will implement reasonable and appropriate technical and organizational measures to ensure a level of security appropriate to the risk, including to prevent unauthorized disclosure of or access to Personal Data by third parties, and will only store and process Personal Data as required to fulfill its obligations under this Agreement and any applicable SO’s or Orders and/or as required by the Privacy Laws. Boomi will notify Purchasing Entity without undue delay after becoming aware of any disclosure of or access to the Personal Data by a third party in breach of this Section and will reasonably cooperate with Purchasing Entity to reasonably remediate the effects of such disclosure or access.

Purchasing Entity authorizes Boomi, in connection with the provision of the Boomi Services, or in the normal course of business, to make worldwide transfers of Personal Data to its subprocessors. When making such transfers, Boomi shall ensure appropriate protection is in place to safeguard the Personal Data transferred under or in connection with this Agreement. Where the provision of the Boomi Services involves the transfer of Personal Data from the EEA to countries outside the EEA (which are not subject to an adequacy decision under Privacy Laws), Purchasing Entity’s exclusive remedy and Boomi’s sole obligation for any breach of this Personal Data section will be for Boomi to pay or reimburse Purchasing Entity for (a) the reasonable costs of notification, credit monitoring, and call center support, each to the extent made necessary by the breach and required by applicable law and (b) any governmental fines assessed against Purchasing Entity to the extent incurred as a result of the breach. Purchasing Entity hereby (i) represents that it has the right to transfer the Personal Data to Boomi, and (ii) instructs Boomi to process the Personal Data for the purposes of performing its obligations and complying with its rights under this Agreement and any applicable Orders. Purchasing Entity agrees that Personal Data may be sent to Boomi’s third party service providers as part of Boomi’s Support Services and therefore authorizes Boomi to appoint and use subprocessors where necessary for the provision of the Boomi Services. Where Boomi appoints subprocessors, Boomi will put in place a contract with each subprocessor that imposes obligations that are (i) relevant to the Services to be provided by that subprocessor and (ii) materially equivalent to the obligations imposed on Boomi under this clause, in particular those obligations regarding the implementation of appropriate technical and organizational measures. Purchasing Entity understands that if Purchasing Entity configures Boomi Services to move data from one point to another, that Purchasing Entity is responsible to ensure that Purchasing Entity is rightfully integrating data among connected systems, whether Purchasing Entity transmits data outside of a particular cloud or system, outside of a particular geography, or otherwise. Purchasing Entities are

responsible to set applicable purge data settings and to configure Boomi Services in a manner that best fits Purchasing Entity's security needs.

Notwithstanding any other reference to Confidential Information, data that is processed by the Boomi services but not sent to Boomi for specific review or discussion with Boomi personnel is not treated as Confidential Information for which Boomi accepts liability or responsibility.

8. Additional Matters (If Purchasing Entity may order Boomi Flow). If Purchasing Entity uses a Boomi Service in connection with creation and hosting of external-facing websites, Purchasing Entity will comply with applicable law in any use of cookies or other tracking technologies on such websites. If Boomi is required to take any action because of Purchasing Entity or its Third Party Users violating applicable law or third-party rights, Purchasing Entity will fully cooperate with any legal duties or related instructions of Boomi, and will promptly remove any illegal or offensive content from Purchasing Entity systems. Boomi may also disable the applicable content, or the Boomi Flow service (howsoever named) or any application interacting therewith, until the potential violation is resolved. Boomi may make available (for example, through a Marketplace or otherwise) third-party products or services, including, for example, Non-Boomi Flow Applications and implementation and other consulting services. A "Non-Boomi Flow Application" means a web-based or offline software application that is provided by Purchasing Entity or a third party and interoperates with the Boomi Flow service sold hereunder, including, for example, an application that is developed by or for Purchasing Entity or is listed on a Marketplace, i.e., an online directory, catalog or marketplace of applications that interoperate with the Boomi Flow Services.

Any acquisition by Purchasing Entity of non-Boomi Flow products or services, and any exchange of data between Purchasing Entity and any non-Boomi Flow provider, is solely between Purchasing Entity and the applicable non-Boomi Flow provider. Boomi does not warrant or support Non-Boomi Flow Applications or other non-Boomi Flow products or services. If Purchasing Entity installs or enables a Non-Boomi Flow Application for use with a Boomi Flow Service, Purchasing Entity grants Boomi permission to allow the provider of that Non-Boomi Flow Application to access Purchasing Entity data as required for the interoperation of that Non-Boomi Flow Application with the Boomi Flow Service. Boomi is not responsible for any disclosure, modification or deletion of any data resulting from access by a Non-Boomi Flow Application.

Boomi Flow Services may contain features designed to interoperate with Non-Boomi Flow Applications. To use such features, Purchasing Entity may be required to obtain access to Non-Boomi Flow Applications from their providers, and may be required to grant Boomi access to Purchasing Entity account(s) on the Non-Boomi Flow Applications. If the provider of a Non-Boomi Flow Application ceases to make the Non-Boomi Flow Application available for interoperation with the corresponding Boomi Flow Service features on terms acceptable to Boomi, Boomi may cease providing those features without entitling Purchasing Entity to any refund, credit, or other compensation.

9. Conduct. Purchasing Entity may not reverse engineer, decompile, disassemble, or attempt to discover or modify in any way the underlying source code of the Software, or any part thereof unless

and to the extent such restrictions are prohibited by applicable law. Purchasing Entity may not (i) modify, translate, localize, adapt, rent, lease, loan, create or prepare derivative works of, or create a patent based on the Boomi Services, or any part thereof, (ii) resell, provide, make available to, or permit use of or access to the Boomi Service or associated access credentials, in whole or in part, by any third party except as expressly set forth herein or in an Order, (iii) use the Boomi Services to create or enhance a competitive offering or for any other purpose which is competitive to Boomi, (iv) perform or fail to perform any other act which would result in a misappropriation or infringement of Boomi's intellectual property rights in the Boomi Services. Each permitted copy of the Software made by Purchasing Entity hereunder must contain all titles, trademarks, copyrights and restricted rights notices as in the original. In connection with the use of Boomi Services, Purchasing Entity may not (v) attempt to use or gain unauthorized access to Boomi's or to any third-party's networks or equipment; (vi) attempt to probe, scan or test the vulnerability of the Boomi Services, or a system, account or network of Boomi or any of Boomi's customers or suppliers; (vii) engage in fraudulent, offensive or illegal activity or intentionally engage in any activity that infringes the intellectual property rights or privacy rights of any individual or third party or transmit through the Boomi Service any data or information without the legal right to do so; (viii) transmit unsolicited bulk or commercial messages or intentionally distribute worms, Trojan horses, viruses, corrupted files or any similar items; (ix) restrict, inhibit, interfere or attempt to interfere with the ability of any other person, regardless of purpose or intent, to use or enjoy the Boomi Services or a user's network, or cause a performance degradation to any facilities used to provide the Boomi Services. Purchasing Entity shall cooperate with Boomi's reasonable investigation of Boomi Services outages, security issues, or any suspected breach of this Section.

www.boomi.com/psaddendum

Professional Services Addendum

Professional Services Addendum

The following Professional Services Addendum ("Addendum") is only applicable to purchases of Professional Services from Boomi, as defined in the Parties' Boomi Master Services Agreement ("Agreement"); it does not apply to Customers who are purchasing only Boomi Services (as defined in the Agreement) - such as the Boomi AtomSphere service.

1. Definitions. Unless otherwise herein defined, capitalized terms used herein shall have the same meaning as in the Agreement.

"Activities" are consulting and/or training services to be performed by Boomi pursuant to a Service Order.

A **"Day"** is eight (8) hours.

For a **"Fixed Price SO,"** Project Deliverables are provided for a set fee, regardless of the Time required to perform or create them.

"Prepaid Time" is Time for which Customer is invoiced immediately following the full execution of the SO or in a manner otherwise stated as Prepaid Time in the applicable SO.

A **"Project Deliverable"** is a discrete task to be completed or item to be created as part of a Fixed Price SO.

"Time" is the quantity of Days or hours stated in a T&M SO.

A **"Time and Materials SO"** or **"T&M SO"** is the SO in which Activities are provided on a per-hour or per-Day basis.

A **"Workday"** is a calendar day during which Boomi performs Professional Services.

2. Process.

(a) **Purchase Orders.** Except as otherwise stated in the SO, Customer's PO for the Professional Services shall also include estimated travel and living expenses, as stated in the fees table of the SO, which shall be included as a separate line item on the PO. Additional Professional Services, however purchased (e.g. PO), are subject to the terms of this Agreement.

(b) **Resources.** The project team shall be assigned following Boomi's receipt of the SO executed by Customer and Customer's PO (if required). The Professional Services shall start upon mutual agreement of the parties. Boomi shall be responsible to Customer for the acts and omissions of its contractors (if any) in the course of their performance of Professional Services under the SO.

(c) **Termination.** If Boomi terminates a Services Order due to Customer's uncured breach of this Agreement, Customer shall pay Boomi all hours that Boomi has worked on Project Deliverables or Activities (as applicable) at Boomi's then-current hourly rate and all expenses incurred by Boomi; and Customer shall not be entitled to a refund of any unused Prepaid Time under the applicable SO. This section shall supplement Section 6 of the Agreement, on Termination, with regard to Professional Services. In the event that a Service Order is terminated, such termination shall not affect any other pending Orders under the Agreement.

(d) **Assumptions and Customer Obligations.** Customer will:

- Commit a technical resource, as may be required, to provide Boomi with the assistance required to perform the Activities or complete the Project Deliverables.
- Provide Boomi consultants with adequate and appropriate accommodations at Customer's site, as well as access to Customer's servers, systems and data, as may be required, to perform the Activities or complete the Project Deliverables.
- Provide project team members with suitable business expertise, technical expertise and decision-making authority to ensure efficient project progress.
- On request, provide the Boomi project manager with applicable documentation of Customer's current business practices applicable to the Professional Services to be performed under the SO.

(e) **Completion of Project Deliverables.** *This Section 2(e) applies only to Fixed Price SO's.* Following the completion and delivery of the Project Deliverable(s), Boomi will notify Customer in writing that the Project Deliverable(s) have been performed or created and delivered. Within 10 calendar days of the delivery of the Project Deliverable(s) to Customer (the "**Completion Acknowledgement Period**"), if Customer determines that the Project Deliverable(s) have not been completed in substantial conformance with their descriptions in the SO, it will so notify Boomi in writing and describe each non-conformance ("Notice of Non-Conformance"). Upon Boomi's receipt of a Notice of Non-Conformance, Boomi will re-perform or re-create the non-conforming Deliverables and a new Completion Acknowledgment Period will begin upon delivery of the revised Deliverables. If Customer does not provide a Notice of Non-Conformance by the end of the Completion Acknowledgment Period, the Project Deliverables will be deemed completed. Nothing in this Section 2(e) will affect Customer's rights under Section 5 (Warranty).

3. Time. A T&M SO will contain the Time that Boomi has estimated in good faith to be required to perform the Activities described in the T&M SO ("**Estimated Time**"). Boomi shall use commercially reasonable efforts to complete the Activities within the Estimated Time; however, Boomi does not represent or warrant that it can or shall do so. Boomi shall promptly notify Customer if it determines that more Time shall be required to complete the planned Activities and shall not perform Activities beyond the Time without an executed amendment to the T&M SO. Following Customer's email or other approval, Boomi may reallocate the Time stated in a T&M SO among the various resources stated in the fees table of the SO, provided such reallocation does not exceed the Estimated Time set forth therein. Activities shall use Prepaid Time, if any, before non-Prepaid Time.

4. Fees and Expenses.

(a) Unless the SO indicates that Travel Expenses are included in the rate or otherwise not chargeable, Customer agrees to reimburse Boomi for the travel and living expenses reasonably incurred in the performance of each SO ("**Travel Expenses**"). Travel Expenses are estimated in the fees table of the SO and, unless stated otherwise in the SO, will be subject to the following:

- Airline fares will be coach or "Y" class fares; however, whenever possible, Boomi will purchase discounted airfares.
- Car rental will be a midsize car or smaller. Mileage reimbursement for personal cars used, if any, will not exceed the current Internal Revenue Service approved reimbursement per mile for Professional Services performed in North America, and those of the applicable tax collection agency for those Services performed outside North America.
- Lodging will be in standard hotel rooms, unless otherwise agreed to by Customer. Boomi will seek competitive lodging rates and will attempt to take advantage of any special discounts, which may be negotiated by Customer at local hotels.

- Meals for Professional Services performed in North America, including travel days, will be billed at one hundred dollars (\$100.00) per day, or the local currency equivalent thereof for those Professional Services performed outside North America; No receipts for meals will be provided.

Customer's execution of a SO that includes Travel Expenses constitutes approval for Boomi to incur and be reimbursed for Travel Expenses up to the amount of the estimated Travel Expenses in the SO. No Travel Expenses shall be charged for Time designated as "Remote" in the SO.

(b) **Dates Valid.** The prices in a SO are valid for Activities performed within one (1) year of the date of Customer's execution of the SO. Any Prepaid Time unused after twelve (12) months from the date of the full execution of the SO shall expire without the right of refund.

(c) **Normal Business Hours, Weekends, and Holidays.** Unless otherwise agreed by the parties, Professional Services shall be performed Monday through Friday between the hours of 7:00 a.m. to 8:00 p.m. local time ("**Normal Business Hours**"), excluding weekends and holidays. Under a T&M SO, a Workday is eight (8) hours and equivalent to a Day; however, upon mutual agreement by the parties, Boomi may work more than eight (8) hours in a Workday and may work four (4) ten-hour Workdays in a calendar week. For billing purposes under a T&M SO, a Workday on which Boomi works ten (10) hours is equal to, and billable as, one and one quarter (1.25) Days; a week in which Boomi works four (4) ten-hour Workdays is equal to, and billable as, five (5) Days.

Boomi shall only perform Professional Services after Normal Business Hours or on weekend and holiday Workdays if authorized to do so by Customer in writing. Customer requests for Weekend and holiday Workdays must be scheduled at least fifteen (15) days in advance and be for a minimum of one (1) Day. Under a T&M SO, if Activities are performed after Normal Business Hours or on a weekend or Boomi holiday Workday, one and one half (1.5) hours shall be charged for each hour outside of Normal Business Hours, one and one half (1.5) Days shall be charged for each weekend Workday on which Activities are performed and two (2) Days shall be charged for each holiday Workday on which Activities are performed. If Activities using Prepaid Time are performed after Normal Business Hours or on a weekend or Boomi holiday Workday, one and one half (1.5) hours shall be used from the estimated Time for each hour outside of Normal Business Hours, the estimated Time shall be used at the rate of one and one half (1.5) Days for each weekend Workday on which Activities are performed and two (2) Days for each holiday Workday on which Activities are performed.

5. Warranty.

(a) **Performance.** Boomi warrants that the Professional Services shall be performed in a workmanlike, manner and with professional diligence and skill and that the Project Deliverables shall substantially conform to their descriptions in the Fixed Price SO and shall be consistent with applicable Boomi product manuals or Documentation. As Customer's exclusive remedy and Boomi's sole obligation for any and all breaches of the foregoing warranty, Boomi shall, at its option and expense, either re-perform any nonconforming Professional Services reported to Boomi, in writing, by Customer within thirty (30) days of the performance of the Professional Services or refund the fees paid for such nonconforming Professional Services.

(b) **Right to Perform.** Boomi warrants that it has all necessary licenses and permits required to perform the Professional Services, Customer's sole and exclusive remedy, and Boomi's entire liability for any breach of the warranty in the preceding sentence, shall be for Boomi to perform its obligations under the *INFRINGEMENT INDEMNITY* Section of the Agreement.

THE EXPRESS WARRANTIES AND REMEDIES IN THIS SECTION 5 ARE THE ONLY WARRANTIES AND REMEDIES PROVIDED IN CONNECTION WITH THE SERVICES, DELIVERABLES AND ACTIVITIES COVERED BY THIS ADDENDUM. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, ALL OTHER WARRANTIES OR REMEDIES ARE EXCLUDED, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR PARTICULAR PURPOSE, OR ANY WARRANTY ARISING FROM TRADE USAGE OR COURSE OF DEALING OR PERFORMANCE.

6. License to Service Materials. During Boomi's performance of the Professional Services, if Boomi creates any documentation, training materials, software scripts or advisory information (the "Materials"), such Materials are solely for use in connection with implementing the Boomi Services during the term of the Agreement and as paid for under Orders and SO's. Boomi does not agree to create any intellectual property to be assigned to Customer, and Boomi retains ownership of all know-how, ideas, techniques, documentation, and software scripts employed by Boomi to help customer as provided in the SO. Upon Boomi's receipt of payment for the Professional Services, Customer is granted a non-exclusive, non-sublicensable license to use the Materials, solely for internal business purposes in connection with the use of the Boomi Service during the Customer's paid subscription to it (for example, the AtomSphere service). Each party shall retain ownership of its own

Confidential Information. No Customer intellectual property ownership rights are assigned to Boomi hereunder and no Boomi intellectual property ownership rights are assigned to Customer.

<https://boomi.com/legal/service/>

Service Description

Introduction to Your Service

As described in this Service Description (the “Service Description”), the Dell Boomi AtomSphere Service (the “Service”) provides customer (“you” or “Customer”) access to a proprietary, business-integration, software-as-a-service via the Internet on a subscription basis. The Service enables you to integrate your data, software and software applications. Elements of the Service can be hosted by Dell Boomi in a Dell Boomi Cloud or downloaded and installed behind your firewall.

Offer Description

In connection with the Service, Dell Boomi will provide Customer access to and use of a web-based software platform, developed, provided and hosted by Dell Boomi, that enables you to design, build and execute integration processes (the “Boomi AtomSphere”). The Boomi AtomSphere includes the Boomi Atom, the Connector, and the Boomi Integration Platform.

Definitions

A “Connection” is one connection end-point to a database, application, or API for use in an integration process created within the Boomi Integration Platform. “Enterprise” class Connections and “Standard” class Connections are as stated at https://www.boomi.com/products/evaluate/supported_applications. Customer will be periodically notified in writing of added or deleted available Connections.

“Boomi Atom” means the proprietary runtime engine hosted by Dell Boomi, or downloaded and installed behind your firewall, which executes the integration processes.

“Boomi EDI” means the proprietary web-based Boomi AtomSphere software developed, provided and hosted by Dell Boomi that enables you to design, build, execute and manage a trading partner network using traditional EDI data transformation (specifically AS2 and X12 data structures).

“Boomi Integration Platform” means the web-accessible design interface and library of components developed by Dell Boomi, including, but not limited to, connectors, transformation maps, error handling modules, decision handling modules and processing logic, that enable you to design, create, build and manage an integration process.

“Connector” means the software code developed by Dell Boomi that enables a connection to one instance of an application, database or file format.

“ViewData” is a function within the Service that provides Customer with the ability to use a web browser to view data from the integrations processed by the Boomi Atom.

Optional Services

Customer may elect to purchase the following optional services which, if purchased, will be reflected on Customer's Order Form:

Consulting Services: Hourly, prepaid, or per-interface consulting, offering expertise in Boomi AtomSphere and general enterprise integration best practices.

JumpStart Services: Depending on the service purchased, either a web-based training and consulting service to help Customer become self-sufficient in using the Service or an onsite service involving integration consulting, assistance defining and implementing a pilot integration process and, if purchased, Boomi AtomSphere training and certification.

Support Services: Dell Boomi's goal is to provide support according to the tables below, depending on the level of support you've purchased. Standard Business Hours are defined by region:

Asia Pacific (APAC): 8am — 8pm GMT+11, Monday — Friday

Americas: 8am — 8pm ET, Monday — Friday

Europe, Middle East, Africa (EMEA): 8am — 8pm GMT, Monday — Friday

Extended Business Hours are from Sunday 5pm – Friday 8pm. If you believe Dell Boomi has failed to respond to your support request in a timely manner, please contact us at customersuccess@boomi.com and we will work to remedy the situation.

	Standard	Premier	Premier Plus
Hours of Coverage	Standard Business Hours 24x7 for Severity 1	Extended Business Hours 24x7 for Severity 1	24x7 for all Severity Levels
Support Channels	User Forums Web Portal Access During Business Hours	User Forums Web Portal Access During Business Hours Live Chat Phone	User Forums 24x7 Web Portal Access Live Chat Phone
Number of Cases	15 / year	Unlimited	Unlimited

Case Overage Charge	Overages are charged at then current list price	None	None
---------------------------	--	------	------

Support Response Time	Standard	Premier	Premier Plus
Severity 1 (Urgent): Security breach, production down, or complete system failure. Significant parts of the system are not secure or are inaccessible or inoperable. There is no viable workaround.	1 hour	1 hour	1 hour
Severity 2 (High): Primary business requirements could not be met. There are no easily apparent viable workarounds. Performance, functionality, or usability is seriously degraded.	2 business days	8 business hours	4 hours
Severity 3 (Medium): Business requirements can be met with the system. Workaround is apparent. Performance, functionality, or usability is not seriously degraded.	2 business days	8 business hours	4 hours
Severity 4 (Low): May be addressed in a future release at Dell Boomi's discretion. Minor typos, wish list suggestions, but not a required change. Would not affect release accuracy or usability in any significant way.	2 business days	8 business hours	4 hours

Service Levels

Dell Boomi makes the Service available to you pursuant to the Boomi AtomSphere Service Level Agreement ("SLA"), which is posted at www.boomi.com/sla and is hereby incorporated into this Service Description. The SLA may be amended from time to time by Dell Boomi, and any such amended version of the SLA will be the operative SLA with respect to this Service Description and the Service (i) from that point forward, or (ii) upon the next renewal date of the term, if Customer provides written notice of Customer's objection to the change within 30 days of the amendment. Any new features added by Dell Boomi that update, augment, or enhance the Service will also be subject to this Service Description.

Billing

Billing is done on an annual basis up-front, except in the case of Consulting Services that are purchased separately, and is payable in accordance with the payment terms set forth in your Order Form.

If Dell Boomi is hosting the Boomi Atom in the Dell Boomi Cloud, the Boomi AtomSphere fees (as listed on your Order Form) include up to one (1) gigabyte of data processed per Boomi Atom per month (the "Base Amount"). If you exceed the Base Amount, you will be invoiced an additional seventy-five dollars (\$75) a month in additional data volume fees for each gigabyte or fraction thereof processed in excess of the Base Amount.

Dell Boomi may impose a reconnection fee in the event Customer's account is suspended and Customer thereafter requests access to the Services.

The activation date ("Activation Date") of this Service Description is the date on which the related Order Form is executed by the Customer and accepted by Dell Boomi. Billing will begin on the start date specified in the Order Form (the "Billing Start Date").

Dell Boomi Professional Services are available and, if purchased, are subject to a separate signed Professional Services Agreement.

Data Transfer

If Customer uses a Boomi Atom that is hosted by Boomi or engages the ViewData function, Customer data will be transferred to the Boomi AtomSphere platform in the United States. For the purposes of any such transfer, and as required by the applicable Master Services Agreement ("MSA") that governs Customers' use of the Service, Dell Boomi will put in place adequate protection to safeguard the Customer data as follows: (i) to the extent Customer data is confidential, Dell Boomi will protect such data in accordance with the confidentiality terms set forth in the MSA, (ii) Dell Boomi will use appropriate technical and organizational measures to protect Customer data (including any personal data) against accidental or unlawful destruction or accidental loss, alteration, unauthorized disclosure or access, and (iii) Dell Boomi will obligate its subcontractors and/or business partners who may have access to the Customer data to adopt equivalent security measures to those set out in subsection (ii) above.

Miscellaneous

Other than with respect to the Boomi AtomSphere, no hardware or software is being transferred, sold, leased or licensed to Customer under this Service Description. To the extent Dell Boomi uses hardware or software as part of its delivery of the Service, such hardware or software will be licensed, owned or otherwise held by Dell Boomi. Upon successful implementation of the Service, Customer agrees to reasonably support reference activities including press releases, case studies, reference calls and speaking engagements.

Terms & Conditions

Availability varies by country. To learn more, customers and Dell Channel Partners should contact your sales representative for more information.

<https://boomi.com/sla/>

SERVICE LEVEL AGREEMENT ("SLA")

The Service Availability SLA, the Boomi AtomSphere Support services, the Jump Start services, and the other optional services described herein apply and are available to Customers with an active

subscription to utilize the Boomi AtomSphere Services, and whose account is current (i.e. not past due), including, with respect to optional services, timely payment of fees therefor. The Boomi AtomSphere Services are delivered pursuant to the Boomi Master Services Agreement which is available at: boomi.com/msa.

1. Service Availability

a. Coverage and Definitions

The term “Production Atom Cloud” is defined as any production multi-tenant integration runtime engine hosted by Boomi.

The term “Test Atom Cloud” is defined as any test multi-tenant integration runtime engine hosted by Boomi.

The term “Local Atom Environment” is defined as either a test or production atom environment residing within a Customer’s network, outside of the Boomi domain.

The term “Service Availability” is defined as the percentage of a particular month (based on 24 hour days for the number of days in the subject month) that “AtomSphere Platform” and “Production Atom Cloud” was available for access.

“Test Atom Cloud” and “Local Atom Environment” are excluded from the term “Service Availability”.

“Scheduled Maintenance” does not factor into Service Availability. To ensure the Platform uptime and keep Boomi AtomSphere operating optimally, it is necessary to perform regular, routine maintenance (“Scheduled Maintenance”) that, on occasion, may affect Platform availability.

Scheduled Maintenance occurs once a week, on Saturdays between 3am and 7am ET.

All efforts have been put in place to isolate this downtime from the actual Boomi Atoms themselves. Although not guaranteed, Boomi Atoms will typically be unavailable during this window for less than one (1) minute.

Boomi reserves the right to schedule additional Scheduled Maintenance on an emergency basis with twelve (12) hours notice, for not more than eight hours at a time.

B. SERVICE LEVEL

Boomi’s goal is to achieve 99.99% Service Availability.

Subject to 1c and 1d, if in any month the Service Availability is less than 99.99%, Boomi shall provide, as the sole and exclusive remedy, a credit to Customer in accordance with the following schedule, with the credit being calculated on the basis of the monthly service charge for the affected service:

Service Availability	Credit Percentage
< 99.99%	10%
< 99.00%	20%
< 97.00%	35%

< 95.00%	50%
< 90.00%	100%

C. EXCEPTIONS

Customer shall not receive any credits under this SLA in connection with any failure or deficiency of Service Availability caused by or associated with:

1. circumstances beyond Boomi's reasonable control, including, without limitation, acts of any governmental body, war, insurrection, sabotage, armed conflict, embargo, fire, flood, strike or other labor disturbance, interruption of or delay in transportation, unavailability of or interruption or delay in telecommunications or third party services, virus attacks or hackers or inability to obtain raw materials, supplies, or power used in or equipment needed for provision of this SLA;
2. scheduled maintenance, upgrades and emergency maintenance;
3. any DNS or Domain Registry issues outside the direct control of Boomi including DNS and Registry propagation issues and expiration;
4. Customer's acts or omissions (or acts or omissions of others engaged or authorized by customer), including, without limitation, custom scripting or coding (e.g., CGI, Perl, HTML, etc), any negligence, willful misconduct, or use of the customer's account in breach of Boomi's Master Services Agreement;
5. Acts or omissions of other customers (or acts or omissions of others engaged or authorized by other customers) sharing the affected server(s) with customer, including, without limitation, custom scripting or coding (e.g., CGI, Perl, HTML, etc), any negligence, willful misconduct, or use of the other customers' account in breach of Boomi's Master Services Agreement;
6. outages elsewhere on the Internet that hinder access to your account. Boomi is not responsible for browser, DNS, or other caching that may make your account appear inaccessible when others can still access it. Boomi will guarantee only those areas of the Internet considered under the control of Boomi: Boomi servers' links to the Internet, Boomi's routers, and Boomi's servers themselves.

D. CREDIT REQUEST

In order to receive a credit, Customer must make a request for credit by filing a support ticket through Boomi's Customer Support Center. Each request in connection with this SLA must include the dates and times of the unavailability, a description of the perceived problem, and must be received by Boomi within ten (10) business days after the unavailability. If the unavailability is confirmed by Boomi, credits will be applied within 30 days of Boomi's receipt of customer's credit request.

The total amount credited to Customer in a particular month under this SLA shall not exceed the total monthly recurring fee paid by the Customer for said month for the affected Services. Credits are exclusive of any applicable taxes charged to Customer or collected by Boomi and are Customer's sole and exclusive remedy with respect to any failure or deficiency in the Availability.

IMPORTANT DISCLAIMER REGARDING YOUR SLA

Boomi's sole obligation and your exclusive remedy for Boomi's failure to deliver any services covered hereunder shall be for Boomi, at its option, to reperform the services in a manner substantially in accordance with this SLA or issue a refund to you.

For information regarding Dell Boomi support services, please refer to our service description or access directly at <https://www.boomi.com/legal/service>